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DISTRICT ATTORNEY
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Carson City, Nevada 89701
(775) 887-2010
Attorneys for Defendant

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

DAN OCHSENSCHLAGER,

Plaintiff,

v.

CARSON CITY, a consolidated municipality
and political subdivision of the State of
Nevada,

Defendant.

Case No. 3:15-cv-00140-HDM-VPC

STIPULATION AND ORDER

Defendant CARSON CITY ("City"), including its Sheriff's Office, by and through counsel of record JASON WOODBURY, District Attorney, and JOSEPH L. WARD, JR., Deputy District Attorney, and Plaintiff DAN OCHSENSCHLAGER (Plaintiff) individually and by and through his attorneys DAY R. WILLIAMS, Esq. and NATALIA VANDER LAAN, Esq. hereby enter into this stipulation and order to settle the instant case. The parties stipulate and agree as follows:

1. On March 6, 2015 the instant action was commenced by the filing of the Complaint. An Amended Complaint was filed on March 27, 2015. The Second Amended Complaint was filed herein on May 15, 2015.

2. On July 1, 2015 the parties hereto participated in a Confidential Early Neutral Evaluation with U.S. Magistrate Judge William G. Cobb, resulting in an agreement to settle

Office of the District Attorney
Carson City, Nevada
885 East Musser St., Suite 2030, Carson City, Nevada 89701
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1 this case by the City paying to Plaintiff's counsel a check, made out to the Day R. Williams
2 Client Trust Account, EIN 88-0327915, for Eighteen Thousand Five Hundred Dollars
3 (\$18,500.00).

4 3. The parties hereto understand and agree that the payment of such sum to
5 Plaintiff's counsel as set forth in the preceding paragraph shall be the full, complete and final
6 payment to Plaintiff settling this case -- inclusive of any and all damages, fees, costs and/or
7 pre-judgment or pre-award interest. The disposition of this case, hereby, shall not be
8 construed as an admission of liability, as an admission that any claim or cause of action in
9 this matter has merit or otherwise suggest that a violation of any right occurred.

10 4. Upon payment by the City in accordance with paragraph 2 above, the parties
11 agree to submit this stipulation and order to the Court and have this case dismissed with
12 prejudice. Upon entry of the Order below, the Second Amended Complaint shall be deemed
13 dismissed with prejudice.

14 5. Each party shall be responsible for their own costs, expenses and attorneys'
15 fees in connection with this matter.

16 6. By way of this stipulation and order, no party makes an admission or otherwise
17 waives any right and this disposition shall have no precedential value.

18 7. Each party mutually releases, acquits, and discharges the other from any and all
19 claims, actions, causes of actions, demands, costs and expenses, existing either directly or
20 indirectly, known and unknown, on account of or in any way growing out of or connected with
21 this matter or otherwise connected with Plaintiff's employment or employment opportunities
22 with the City. Plaintiff's workers' compensation or retirement related rights are not part of or
23 affected by this stipulation and order.

24 8. Plaintiff, on his behalf and on behalf of any form of business or organization he
25 is involved in, including but not limited to corporation(s), partnership(s), association(s),
26 trust(s), or unincorporated organization(s), including his heirs, executors, administrators,
27 successors and assigns, hereby fully, finally and completely releases and forever discharges
28 Carson City, including its Sheriff's Office, together with all of their respective officials, officers,

1 directors, employees, and agents (the "Released Parties"), of and from and waive to the
 2 maximum extent permitted by law, all claims, demands, liabilities, damages, actions, causes
 3 of action, costs and expenses of every kind whatsoever, past, present, and future, whether
 4 known or unknown, arising out of or relating to his employment or employment opportunities
 5 with Carson City and its Sheriff's Office as of and prior to the effective date of this stipulation
 6 and order, which are known or unknown at this time. With the exception of Plaintiff's workers'
 7 compensation or retirement rights, which are not affected by this stipulation and order, this
 8 release includes without limitation:

- 9 a. Claims in connection with the instant stipulation and order or his employment or
 10 any pre-employment relationship with the City, including its Sheriff's Office, the
 11 terms and conditions of such employment, and the employment practices of the
 12 City and/or its Sheriff's Office.
- 13 b. Claims of any nature whatsoever that may be raised under any federal, state or
 14 local law, constitution, statute, regulation or any other legal theory in connection
 15 with the foregoing.
- 16 c. Claims of discrimination on the basis of race, religion, sex, age, color, national
 17 origin, ancestry, disability, medical condition, military veteran status or other
 18 employment claims recognized under federal, state or local law for injury to
 19 Plaintiff, including, but not limited to, any claim arising under the Civil Rights Act
 20 of 1964, as amended, the Age Discrimination in Employment Act, as amended,
 21 the Americans with Disabilities Act and any other federal, state, and/or local
 22 anti-discrimination laws in connection with the foregoing.

23 9. If any party hereto is required to institute legal action to enforce their rights and
 24 privileges hereunder or to have the meaning of any terms, provisions and conditions over
 25 which there is a dispute, declared and determined by a court of law, the prevailing party in any
 26 final judgment shall be entitled to all court costs and reasonable attorney fees as determined
 27 by the court.

28 10. Except as set forth herein, this is the entire settlement agreement of the parties
 as evidenced by this stipulation and order and no promise, inducement or representation
 other than herein set forth has been made, offered or agreed upon. The terms hereof and the
 release are contractual and not a mere recital. This is a compromise settlement of a disputed
 claim and not an admission by any party. The parties agree that each has had their

1 respective counsel review this document and further agree that it shall be construed as if it
2 was jointly drafted.

3 11. This stipulation and order shall be governed by the laws of the State of Nevada.

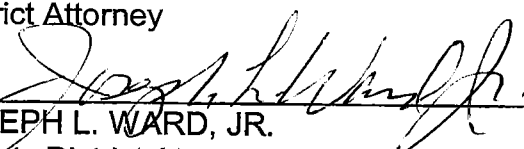
4 12. This stipulation and order may be executed simultaneously in one or more
5 counterparts, each of which shall be deemed an original, but all of which together shall
6 constitute one and the same instrument.

7 13. The persons signing this stipulation and order in a representative capacity
8 acknowledge and warrant that they have full authority to do so.

9 IN WITNESS WHEREOF, the parties hereto have caused this stipulation and order to
10 be executed and it shall become effective upon entry of the Order by U.S. Magistrate Judge
11 William G. Cobb.

12 **Carson City:**

13 JASON WOODBURY
14 District Attorney

15 By: 
16 JOSEPH L. WARD, JR.
17 Deputy District Attorney

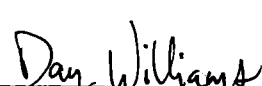
18 Nevada Bar No. 1032
885 E. Musser St., Suite 2030
Carson City, Nevada 89701
Attorneys for Carson City

Date: 7/9/15

20 **Dan Ochsenschlager**

21 
22 Dan Ochsenschlager, Plaintiff

Date: 7/7/15

24 
25 Day R. Williams, Esq.
26 Nevada Bar No. 4418
1601 Fairview Dr. #C
Carson City, NV 89701-5860
27 Attorney for Plaintiff Dan Ochsenschlager

Date: 7-6-15

Date: 7/8/15

Natalia Vander Laan, Esq.
1644 U.S. Hwy. 395, Ste D
Minden, NV 89423
Attorney for Plaintiff Dan Ochsenschlager

ORDER

IT IS SO ORDERED. The Second Amended Complaint is hereby dismissed with prejudice.

UNITED STATES MAGISTRATE JUDGE
WILLIAM G. COBB